

Communication Site LEASE AGREEMENT

This agreement is entered into between _____, herein referred to as the "**Lessor**", whose mailing address is:

Name: _____
Agency: _____
Address: _____
Phone: (406) - ____ - ____ Cell Phone: (406) - ____ - ____
Email: _____

and _____, herein referred to as the "**County**", whose mailing address is:

Name: _____
Agency: _____
Address: _____
Phone: (406) - ____ - ____ Cell Phone: (406) - ____ - ____
Email: _____

WHEREAS, the Lessor is the owner of the real property described in this agreement, and the County desires to lease it under the terms of this agreement.

NOW, THEREFORE, in consideration of the terms set forth in this agreement, the parties agree as follows:

DESCRIPTION: This agreement governs the lease of the following described real property referred to in this agreement as the "SITE" or the "PROPERTY."

Site Description:

Tower Location: ____-____-____. N and ____-____-____. W, in _____
County, Montana.

Legal Description:

A tract of land located in the _____ half of the _____ Quarter of Section _____, Township _____ North, Range _____ East of the Principal Meridian, County of _____, State of Montana described by metes and bounds as follows:

Said tract of land contains _____ acres more or less.

AND commonly described as:

(Include common name, and note any landmark, mountain name or other commonly used description, distance from which primary town or city and include ingress and egress by what road,)

PURPOSE: The purpose of this lease is to provide a “site” to locate radio equipment that serves public safety and emergency services as part of a statewide “Trunked” radio system, statewide mobile data system and local county/city radio system. The County will utilize the existing utility line. The Lessor shall allow a radio equipment building (approximate size (12 ft X 24 ft), an approximately _____ ft Self Supporting Tower (for the placement of antennas and microwave dishes), Generator, Propane Tank, Utilities and other equipment as may be required for the public safety communications.

TERM: The term of this agreement shall begin on the ____ day of _____, 20__ for an initial term of ____ YEARS. This agreement shall be automatically renew from year to year thereafter unless either party gives written notice of revision to the other on or before the first (1st) day of September of any year (beginning September, 20__.)

NOTICE: Any notice required or given pursuant to this agreement shall be deemed effective on the day it is personally received by an agent of the Lessor or County who acknowledges they are authorized to receive the notice or on the day the notice is deposited in the United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid and addressed to the party at the address set forth herein.

RENT: Is annual rental of \$_____ per year, payable in advance, on the ____ day of _____ of each year. Payment shall be made through the U.S. Mail to the Lessor at the address listed above.

CONDITION OF PROPERTY: County assumes all risk of loss occurring to the improvements it constructs or places upon the property, and loss of the same by fire or other casualty shall not affect its responsibility to perform this contract. County agrees to maintain the property in substantially the same condition as it now is and shall not permit any waste to be committed to the property, provided, however that the parties realize the construction of the improvements upon the property will result in some ground disturbance. The County agrees to review and obtain approval from the Lessor for construction, reconstruction, or alternation plans other than routine maintenance and repair.

The County shall maintain the premises in a neat manner at all times. The parties agree that if the County stops using the “site” that the County shall remove the tower and building and make a good faith effort to restore the property to its original condition. The parties agree that the improvements to the site consist of one radio tower, building, generator, propane tank, microwave dish(s) and antennas.

ACCESS AND QUIET ENJOYMENT: The County acknowledges that real property and its access road is on private property and the County is obligated to maintain the road to fit the counties needs or requirements with lessor’s approval. Access shall be limited to radio maintenance employees or contractors who install or maintain the equipment, generator, building and tower. Agencies whose maintenance staff must access the “site” to maintain the equipment include the County, Montana Department of Transportation, Montana Highway Patrol, and private contractors to supply propane and generator maintenance. Access shall be limited to “contractors or employees” of the listed agencies for the purposes of installing, removing or maintaining the equipment and only for the purpose of installing and maintaining the equipment. Access to the real property by the County or other agencies employees or contractors, shall be limited to daylight hours; unless an emergency arises that makes access at other times necessary to remedy the delivery of emergency services to the public. The County agrees to require radio maintenance employees or contractors to sign in and out by contacting the Lessor by phone on each visit to the site. In the event the Lessor is not available to answer the phone, a message will be left detailing the time and purpose for the site visit.

INTERFERENCE WITH OTHER ELECTRONIC OPERATIONS: The County understands that its equipment must not interfere with other electronics located on the mountaintop.

SUCCESSORS IN INTEREST: The Lease shall be binding upon the heirs, successors and assigns of the parties hereto.

COUNTERPARTS: At least two copies of this agreement shall be signed by the parties and each copy shall be deemed an original.

INDEMNITY: County assumes all risk of and shall indemnify and hold harmless Lessor for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County resulting directly or indirectly, from County use of the permitted premises, excepting such claims or legal actions which are caused by the sole negligence of any current Lessor. Applicable Montana statutory provisions limit liability to Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000) per claim/per person or One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000) per occurrence.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

COUNTY:

Reviewed for Legal Content by

County Attorneys Office

Date _____

Approved _____
Sheriff

Date _____

Approved _____
Chairman

Date _____

ATTEST:

Clerk of the Board

LESSOR:

Name: _____

Lessor: _____

Date _____

STATE OF MONTANA)

: ss.

County of _____)

Acknowledged before me this _____ day of _____, 20__ by _____ in his capacity as the _____.

(SEAL)

Notary Public for the State of Montana

Residing at _____

My Commission Expires _____